



IT IS ORDERED as set forth below:

Date: January 27, 2020

James R. Sacca
U.S. Bankruptcy Court Judge

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION**

IN RE:

SIGNATURE PACK, LLC,

Debtor.

CHAPTER 11

CASE NO. 19-20916-JRS

**ORDER GRANTING DEBTOR'S MOTION FOR ENTRY OF ORDER
PERMITTING DEBTOR TO ASSUME AND ASSIGN TRADEMARK
LICENSE AGREEMENT PURSUANT TO 11 U.S.C. § 363**

This matter is before the Court on the *Debtor's Motion for Entry of Order Permitting Debtor to Assume and Assign Trademark License Agreement Pursuant to 11 U.S.C. § 363* (Doc. No. 157) (the "Motion"¹).

A hearing on the Motion was held on January 23, 2020, at 1:30 p.m. (the "Hearing"). At the hearing, Leslie Pineyro appeared on behalf of the Debtor. Lee Hart appeared on behalf of

¹ Capitalized terms not otherwise defined herein should have the meaning ascribed to the same in the Motion.

Renasant Bank. Shayna Steinfeld appeared on behalf of JSO Associates, Inc. Sean Kulka appeared on behalf of Versacold USA, Inc. Signature Pack, LLC (“Debtor”) and S.E Meats, Inc. (collectively, the “Parties”) have agreed and stipulated to the entry of this Order (hereinafter “Order”). The Parties have agreed to the assumption and assignment of Debtor’s Trademark License Agreement to Visionary Foods, LLC on the terms herein:

The Court having been fully advised and having found good cause for its entry; **IT IS HEREBY ORDERED THAT:**

- (1) The Motion is hereby granted;
- (2) Debtor is authorized to assume and assign the Trademark Agreement to Visionary Foods, LLC pursuant to the Trademark Assignment attached hereto as Exhibit “A” at a Closing of the Asset Purchase Agreement² and take such actions as necessary to effectuate the assignment of the Trademark Agreement.
- (3) Notwithstanding Bankruptcy Rule 6004 or otherwise, this Order shall be effective immediately upon entry and any stay of this Order is waived.

End of Order

Prepared By:

/s/ Leslie M. Pineyro

Leslie M. Pineyro

Jones & Walden, LLC

21 Eighth Street, NE

Atlanta, Georgia 30309

(404) 564-9300

lpineyro@joneswalden.com

Attorney for Debtor

² All capitalized terms in this Order shall have the same meaning as ascribed to them in the Motion.

Consented To By:
BURR & FORMAN LLP

/s/ Marc Solomon

Marc Solomon (with permission by Leslie Pineyro)

Georgia Bar No. 666630

420 North 20th Street ,

Suite 3400

Birmingham, Alabama 35203

Phone: 205-458-5281

Email: msolomon@burr.com

Attorney for S.E. Meats, Inc.

Distribution List

Leslie M. Pineyro, Jones & Walden, LLC, 21 8th Street NE, Atlanta, GA 30309

Marc Solomon, Burr & Forman LLP, 420 North 20th Street, Suite 3400, Birmingham, AL 35203

Todd Lewis, Esq., CONNER & WINTERS, LLP, 4375 N. Vantage Drive, Suite 405,
Fayetteville, AR 72703

Exhibit “A”

ASSIGNMENT OF TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT (the "Assignment Agreement") made and entered into as of the ____ day of _____, 2020, by and among the parties set forth below.

The following terms shall have the meanings set forth below as used in this instrument:

"Licensor" shall mean the S.E. Meats, Inc. d/b/a Southeastern Meats and Alabama Corporation with offices located at 700 25th Avenue West, P.O. Box 13743, Birmingham, Alabama 35202.

"Licensee/Assignor" shall mean Signature Pack, LLC a Georgia limited liability company with offices located at 5786 Highway 129 North, Suite N, Pendergrass, Georgia 30567;

"Assignee" shall mean Visionary Foods, LLC, an Arkansas limited liability company with office located at _____;

"Trademark License Agreement" shall mean that Trademark License Agreement dated November 16, 2018 (together with any and all modifications, extensions, renewals, assignments thereof) for the Licensed Marks;

"Licensed Marks" shall have the same meaning and definition as set forth in the Trademark License Agreement; and

"Effective Date" shall mean the date of execution of this Assignment Agreement.

"Asset Purchase Agreement" shall mean that certain Asset Purchase Agreement, dated November 16, 2018, by and among Licensor, Licensee/Assignor, McAtee and the other parties thereto.

"McAtee" shall mean Charles E. McAtee, an individual resident of the State of Georgia.

"Restrictive Covenants Agreement" shall mean that certain Restrictive Covenants Agreement, dated November 16, 2018, by and between Licensor and McAtee.

RECITALS

WHEREAS, pursuant to the Trademark License Agreement, Licensor did license unto Licensee/Assignor the Licensed Marks, to which Trademark License Agreement reference is hereby made for all its terms and conditions; and

WHEREAS, Assignee desires to replace Licensee/Assignor under the Trademark License Agreement; and

WHEREAS, Licensors are agreeable to Assignee's replacement of Licensee/Assignor under the Trademark License Agreement subject to the conditions and upon the terms and provisions hereinafter set forth.

NOW THEREFORE, with the intention of being legally bound hereby and in consideration of the promises and covenants of the parties hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. As of the Effective Date, Licensee/Assignor hereby grants, conveys, sets-over, and assigns unto Assignee all of Licensee/Assignor's right, title and interest in and to the Trademark License Agreement.

2. Assignee hereby assumes the Trademark License Agreement and covenants with Licensors to keep and perform all conditions and covenants of the Trademark License Agreement in the same manner as if Assignee were the original licensee thereunder. Assignee shall have no liability for any acts, breaches, defaults, or omissions committed by Assignor prior to the Effective Date that relate to or arise from the Trademark License Agreement or the licensed Marks.

3. Assignee covenants and agrees that it recognizes Licensors as the owner of the Licensed Marks under the Trademark License Agreement in the same manner and to the same extent as if Assignee were the original licensee thereunder.

4. Licensors covenants and agrees that it recognizes Assignee as the licensee under the Trademark License Agreement in the same manner and to the same extent as if Assignee were the original licensee thereunder. After the Effective Date, Licensors agrees not to terminate the Trademark License Agreement due to a breach of the Trademark License Agreement by Assignor/Licensee occurring prior to the Effective Date; provided, however, that none of Licensors' other rights or remedies against Assignor/Licensee shall be impaired or waived (including without limitation the right to be indemnified by Assignor/Licensee for breaches occurring prior to the Effective Date).

5. The parties understand and acknowledges that McAtee and Licensee/Assignor are bound by certain restrictive covenants set forth in the Restrictive Covenants Agreement and Section 6.01 and Section 6.02 of the Asset Purchase Agreement (collectively, the "Restrictive Covenants"). As a condition to agreeing to enter into this Agreement and the assignment contemplated hereby, Licensors is requiring (a) Licensee/Assignor, Assignee and McAtee to confirm Licensee/Assignor's and McAtee's continuing obligations under the Restrictive Covenants and (b) Assignee to agree to be bound by the Restrictive Covenants as if an original party to the Asset Purchase Agreement and the Restrictive Covenant Agreements. Licensee/Assignor and McAtee hereby confirm that the Restrictive Covenants remain in full force and effect and that they continue to be bound by the terms and provisions of the Restrictive Covenants, as set forth in the Asset Purchase Agreement and the Restrictive Covenants Agreement. Assignee hereby agrees to be bound by the terms and provisions of the Restrictive Covenants set forth in the Asset Purchase Agreement and the Restrictive Covenants Agreement as if Assignee was an original party thereto.

6. Assignee agrees to promptly reimburse Licensor for one-half of any fees associated with renewing the registration of the Licensed Marks on a one-time basis.

7. Whenever notice shall be given by any party hereto to any other party hereto, notice shall be in writing addressed to the notice address given below or such other address as any party may from time to time designate in writing to the other parties and otherwise in accordance with the Trademark License Agreement

Licensor's Notice Address: S.E. Meats, Inc.
700 25th Avenue West
P.O. Box 13743
Birmingham, Alabama 35202
Attn: Peter Berman

Licensee/Assignor's
Notice Address: Signature Pack, LLC
5786 Highway 129 North, Suite N
Pendergrass, Georgia 30567
Attn: Chuck McAtee
Email: chuck@signaturefood.com

with a copy to: Jones & Walden, LLC
21 Eighth Street, NE
Atlanta, Georgia 30309
Attn: Leslie Pineyro, Esq.
Facsimile: (404) 564-9301
Email: lpineyro@joneswalden.com

Assignee's Notice Address: Conner & Winters, LLP
4375 N. Vantage Drive, Suite 405
Fayetteville, Arkansas 72703
Attn: Todd P. Lewis
Email: tlewis@cwlaw.com

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

In witness whereof, the parties have executed this Agreement as of the date and year first above written.

Licensor:

S.E. Meats, Inc.

By: _____

Print Name: _____

Its: _____

Date: _____

Licensee/ASSIGNOR:

Signature Pack, LLC.

By: _____

Print Name: Charles E. McAtee

Its: Manager

Date: _____

ASSIGNEE:

Visionary Foods, LLC

By: _____

Print Name: _____

Its: _____

Date: _____

MCATEE:

By: _____

Print Name: Charles E. McAtee

Date: _____